

# AGREEMENT

BETWEEN

PALO ALTO COUNTY

AND

PALO ALTO COUNTY  
SHERIFF'S OFFICE EMPLOYEE ASSOCIATION

<sup>8</sup>  
FY 2003 - 2004

Board of Supervisors  
COPY

579

## **AGREEMENT**

This Agreement entered into this 30<sup>th</sup> day of June 2003 by and between Palo Alto County Board of Supervisors and Palo Alto County Sheriff, hereinafter referred to as the "Employer", and Palo Alto County Sheriff's Office Employee Association, hereinafter referred to as the "Association".

## **PREAMBLE**

The Employer has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the Employer to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interest of the Employer and the County residents.

It is the intention of this Agreement to set forth the entire Agreement of the parties covering employment conditions where not otherwise mandated by statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operations of the Employer, and to provide an orderly, prompt and suitable method for handling and processing grievances and appeals by employees.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by statutes of the State of Iowa, nor is it intended to modify or interfere with the statutes covering Civil Service Procedure for Deputy Sheriff's, except as controlled by this agreement.

## **ARTICLE 1 RECOGNITION**

The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for those employees of the Palo Alto County Sheriff's Office. Including all Deputy Sheriff's, Dispatchers, Jailers and Secretary; excluding all other employees of Palo Alto County in departments other than the Sheriff's Office and the Sheriff of Palo Alto County and all other persons excluded by Section 4 of the Act.

## **ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT**

The Employer and Association agree to comply with any non-discrimination in employment laws that are applicable. There shall be no discrimination in employment by the Employer or the Association toward any employee because of their membership in, or non-membership in, the Association. The Employer and the Association will not discriminate against an employee because of an employee's participation in or non-participation in Association affairs and/or activities. All references to employees in this Agreement designate both male and female gender.

## **ARTICLE 3 SEPERABILITY AND SAVINGS**

If any provision of this Agreement is declared by the proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 4 RIGHTS AND RESPONSIBILITIES OF EMPLOYER AND ASSOCIATION**

### **Employer:**

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority as mandated by statute, for the Employer to operate and direct affairs of the Employer in all of the various aspects, including, but not limited to, the right to direct the working force; to plan, direct and control all operations and services of the Employer; to determine and implement the methods, means, assignments, number and organization of personal by which such operations and services are to be conducted; to assign and transfer personal; to schedule working hours and assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote and demote personal; to demote, suspend, discipline, and discharge personal for proper cause; to relieve personal due to lack of work or other legitimate reasons; to make and enforce fair rules and regulations; to change or eliminate existing methods, equipment or facilities; to maintain the efficient governmental operations; to take such actions as may be necessary to carry out its mission; to initiate, certify, and administer its budget; and to exercise all powers and duties as granted the Employer by law.

**Association:**

The Association recognizes its responsibility as the exclusive bargaining agent of the employee's within the Association, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards.

The Employer will not interfere with the right of its employee's to become members of the Association. The Association will not interfere with the right of the employee's to refrain from Association membership. There shall be no discrimination by the Employer of the Association because of membership or non-membership in the Association.

Official representation of the Association may be permitted a total of five (5) days unpaid leave per contract year to carry out official business of the Association. Said leave request is subject to the Employer's approval; however, said leave is not to be unreasonably denied. The leave shall be without pay but will be considered as time worked for earning fringe benefits, except that the recognized paid holiday qualifications must be met for each paid holiday. At least one (1) week's advance notice request for each leave is required.

The Association representative of his /her designated representative shall suffer no loss in wages while attending a joint Employer/Association grievance or negotiation meeting during normal working hours. Preparation and attendance time for grievance arbitration's, fact finding and interest arbitrations will not be paid for.

Any employee is entitled to have Association representation in any discussion between the employer and the representatives of the Employer in which the employee has reasonable grounds to fear that the interview will adversely affect his/her continued employment or cause any form of discipline.

## **ARTICLE 5 NO STRIKE**

The Association agrees that its officers or agents, nor any employee covered by this Agreement, will directly or indirectly induce, instigate, encourage, authorize, ratify or participate in a strike against the Employer.

## **ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION**

The investigation or processing of a grievance by the Association representative(s) shall be carried out in a manner, which does not interfere with the normal operations of the Employer. Time spent by an employee on a single complaint shall be without pay unless permission is requested from the Employer in advance, and such permission shall not be unreasonably withheld.

**Section 1. Time limits:**

If a grievance is not presented within the time limits set herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement between the Employer and the grievant. More than one grievance may be heard by the same arbitrator only by mutual written agreement of the parties.

**Section 2, Step one:**

Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall be first taken up by the grievant and/or their Association Representative at the lowest supervisory level, normally with the Sheriff. The grievant and/or their Association Representative shall present the grievance in writing citing the provision(s) of the Agreement allegedly violated and the relief that is sought. Step one must be taken within seven (7) working days of the incident complained of. The Sheriff shall have seven (7) working days to investigate the grievance and respond to it.

**Section 3. Arbitration:**

If the grievance is not settled in accordance with the foregoing procedure, the Association Representative, with the approval of the Association and the grievant, in the case of an employee grievance, may, within twenty one (21) working days after receipt of the answer in Step One, invoke the impasse procedure for the purpose of selecting an arbitrator as specified in this Agreement.

The fees and expenses of the arbitrator shall be split between the Employer and the Association. Each party shall pay for its own cost of preparation and presentation for arbitration. The Association and Employer agree that the arbitrator decision will be binding on both parties.

All grievance and arbitration procedures, meetings, and hearings under this Article shall be held in private and are not open to the public.

**Section 4: Authority of Arbitrator:**

The arbitrator shall have no right to amend, nullify, ignore, add to or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the Employer and the employee or Association, and shall have no authority to make his or her decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application of law, rules or regulations having the force and effect of law. The arbitrator shall submit in writing his or her decision within twenty (20) days following the closing of the hearing of the submission of briefs by the parties,

whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

**Section 5 Mediation and impasse procedure:**

The parties agree to abide by applicable provisions of the Act.

**ARTICLE 7  
DISCIPLINARY ACTION**

Discipline on an Employee by the Employer shall be for just cause only. Selective enforcement of policy against an individual employee shall be prohibited. Retaliation by the Employer on an employee for participation by any employee in an appeal process shall be prohibited.

The Employer may take informal action for alleged policy or procedure violations at any time in the form of verbal communications with said employee. It is agreed that this informal action is in the best interest for the efficient operation of the Sheriff's Office and the moral of the employees.

In the event of an alleged policy or procedure violation by an employee that may result in disciplinary action other than informal action, the Employer shall give notice to the employee of the alleged policy or procedure violation.

An employee may have an Association representative present during any meeting where disciplinary action may result.

**ARTICLE 8  
SENIORITY**

Seniority means a regular or regular part-time employee's length of continuous service with the Employer since their last date of hire, and by job classification. New employees upon completion of the probationary period, shall be placed on a seniority list as determined by the date of employment.

The Association, upon request, shall be provided a seniority list and job classifications of all employee's covered in this agreement by the Employer. If the work force is to be reduced, the Employer will select what job classification that is to be reduced. The employee with the least qualifications and ability will be removed first. When the qualifications and ability are relatively equal, in the judgement of the Employer, the employee with the least seniority in the job classification to be reduced will be removed. Employees subject to layoff shall be notified as far in advance as possible by written notice from the Employer.

On recall from layoff, employees will return to work in reverse order of layoff, if qualified to perform the work available. Probationary employee's have no recall rights. Employee's subject to recall shall be notified as far in advance as possible by notice in writing and sent by certified mail, return receipt requested, to the last known address of the employee.

Newly created job classifications within the Sheriff's Office shall be posted for five (5) days. Employee's who desire to be considered for the new job classification shall make written request to the Employer within the posted five (5) day notice.

An employee shall lose their seniority and employment relationship shall be broken and terminated in any of the following:

- (a) Employee quits.
- (b) Employee is terminated.
- (c) Giving false reason for obtaining leave of absence.
- (d) Two (2) consecutive working days of absence without notice to Employer.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within fourteen (14) days after being notified to return to work following layoff. The intent of said fourteen (14) days is for the employee to give notice to an employer where they may be working during layoff.
- (g) Seniority rights will be forfeited after the continuous period of layoff exceeds the employee's length of service at the time of layoff, or eighteen (18) months, which ever is less.
- (h) Employee retires.

If an employee is promoted out of the Association and still employed by Palo Alto County they will have their seniority frozen at the time of the transfer out of the Association. For vacation qualifications said employee's seniority is not frozen and will be allowed to accrue.

## **ARTICLE 9 LEAVE**

### **Military leave:**

All full-time probationary and regular full-time employee's shall be granted up to a maximum of thirty (30) days annual leave with pay or as required by military order as per the Code of Iowa.

### **Jury duty:**

All full-time probationary and regular full-time employee's shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off for that part of the workday required for jury duty. Any jury duty pay received by the employee shall be forwarded to the Employer. Jury pay does not include mileage or meal reimbursement. In an emergency an employee may be required to return to work after being released from jury duty. When an employee reports for work after being released from jury duty, such time spent on jury duty shall be considered as time worked when computing overtime.

### **Funeral leave:**

Upon request and approval by their supervisor all full-time probationary, regular full-time and regular part-time employee's shall be allowed time off with pay per occurrence in accordance with the following schedule:

- (a) Up to four (4) days off for arrangement or attending the funeral of a spouse, parent, child, mother-in-law, father-in-law, son-in-law or daughter-in-law of the employee.
- (b) Up to three (3) days off for arrangement or attending the funeral of a brother, sister of employee.
- (c) Up to one (1) day off to attend the funeral of a:

- Grandparent/grandchild of employee
- Sister/brother in law
- Aunt/uncles of employee
- Paullbearer/military honor guard
- Fellow employee



**Sick leave:**

All regular full-time employee's shall be entitled to accrue sick leave with full pay at a rate of one and one-half (1 1/2) working days for each month of continuous employment, from the last date of hire and subject to the following:

- (a) Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury, for medical, surgical, dental or optical examination or treatment, or where by reason of exposure to contagious disease, the presence for duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery from, shall be covered by sick leave.
- (b) Sick leave shall not be used as vacation leave.
- (c) Sick leave shall not be taken in advance.
- (d) Sick leave shall accumulate to a maximum of one hundred twenty (120) days and after that accumulation the employee shall earn one (1) day of vacation for each twelve (12) days of sick leave earned over the one hundred twenty (120) day maximum.
- (e) When an employee has been absent on sick leave exceeding three (3) days the employee will submit a written statement from a physician or other authorized practitioner to verify the employees illness upon the request of the Sheriff. Sick leave pay shall not be granted until approval by the Employer.
- (f) Sick leave will be taken on a workday basis. Observed holidays falling within a sick leave period shall not be counted as sick leave.
- (g) Sick leave shall not accrue during leave of absence without pay, suspension, layoff or other leave without pay.
- (h) Employees that transfer from one department to another shall be accredited with sick leave accumulated.
- (i) All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of expiration.
- (j) If an absence or illness extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has accrued.

- (k) Failure on the part of the employee to report immediately at the expiration of a leave of absence, except for valid reasons submitted in advance and approved by the Employer, shall be considered a resignation.
- (l) Workers compensation benefits shall be provided to employees who become injured or incapacitated while on duty. Employees may elect to supplement workers compensation benefits with sick leave pay if the employee deposits their workers compensation check with the county treasurer. The employer will only deduct withholdings on the difference between the regular pay and the workers compensation pay. That difference will be deducted from the employee's sick leave accumulation.
- (m) Employees may use up to three (3) days per year of accrued sick leave for illness or injury of a member of the employee's immediate family. Immediate family shall include spouses, children of the employee. Additional sick leave beyond three (3) days will be at the discretion of the Sheriff. Section (a) and (e) apply in this case.
- (n) Regular part-time employees shall receive pro rated sick leave at one half (1/2) the full-time rate.

**Leave without pay:**

Upon written request by the employee, prior to the employee exhausting their vacation leave and sick leave, leave without pay may be granted by the Employer, in writing, for the remaining period of disability after both sick leave and vacation leave have been exhausted. Employees granted leave without pay shall not accrue any vacation, sick leave or other benefits; such employee requesting leave without pay shall be required to pay their own insurance premiums until they return to work.

**Vacation leave:**

Vacation leave schedule shall be granted as follows;

| <u>leave granted</u> | at the completion of | <u>years of service</u> |
|----------------------|----------------------|-------------------------|
| one (1) week         |                      | one (1) year            |
| two (2) weeks        |                      | two (2) years           |
| three (3) weeks      |                      | nine (9) years          |
| four (4) weeks       |                      | nineteen (19) years     |

In the event that a holiday falls within an employee's vacation leave, the holiday will not count as vacation leave. Vacation leave will not be carried over from year to year, except by special permission of the Sheriff.

In the event of a death of an employee, any vacation leave that the employee has earned and not used shall be paid to the employee's estate.

Regular part-time employees shall receive a pro rate vacation leave at one half (1/2) the regular full-time rate.

Employment is to be continuous for the purpose of computing vacation time. Vacation time will not be carried over from year to year, except by permission of the supervisor.

## **ARTICLE 10 HOLIDAYS**

All regular full-time employees shall be eligible for eight (8) hours straight time for holiday pay for each observed holiday.

Holidays observed are as follows:

|   |                               |
|---|-------------------------------|
| New Years Day                           | Labor Day                     |
| Martin Luther King Day                  | Veterans Day                  |
| Memorial Day                            | Thanksgiving Day              |
| Independence Day                        | Friday after Thanksgiving Day |
| Presidents Day                          | Christmas Day                 |
| Good Friday afternoon (noon to 4:00 PM) |                               |

Regular part time employees will be eligible for four (4) hours of holiday pay for each observed holiday.

If an employee works on an observed holiday, he/she will be paid holiday pay plus DOUBLE TIME, (2) times the employees regular straight time rate for all hours worked on an observed holiday. Double time pay shall be in addition to the employee's regular pay. Hours worked does not include on call time. Holiday pay is not counted as hours worked for purposes of computing overtime.

If a regular part-time or part time employee works on the observed holiday, they will receive the regular full-time benefit of double time pay for that holiday.

To be eligible for holiday pay, an employee must have worked their last full scheduled day before the observed holiday and their first full scheduled day after the observed holiday, unless it is excused by the employee's supervisor. With the exception of Sheriff's Deputies and Jailers, Double time (2) applies to any hours worked between midnight to midnight on the observed holiday.

### **CLARIFICATION**

Holiday pay will be on the observed holiday with the exceptions of dispatchers. They will be paid for hours worked on the traditional (calendar) holiday.

## **ARTICLE 11 HOURS OF WORK**

### **Work Hours:**

- (a) Office Secretary: forty (40) hours per week, eight (8) hours per day with one (1) hour paid meal time daily.
- (b) Dispatchers: forty (40) hours per week, eight (8) hours per day with one half (1/2) hour paid meal time daily to be taken at the console.
- (c) Jailers: one hundred sixty (160) hours per twenty eight (28) day work schedule with one half (1/2) hour paid meal time per day to be taken at the sheriff's office, subject to respond to the jail.
- (d) Deputy Sheriff's: one hundred sixty (160) hours per twenty eight (28) day work schedule with one half (1/2) hour paid meal time daily.

### **Work Schedule:**

- (a) Deputy sheriffs: work schedules shall be for a twenty eight-(28) day period and on a rotational basis for work days and weekends off. Schedules shall be posted five (5) days in advance.
- (b) Dispatchers: work schedules shall be for a twenty eight (28) day period and will be selected by seniority and posted five (5) days in advance.
- (c) Jailers: work schedule shall be for a twenty eight (28) day period and posted five (5) days in advance.
- (d) Secretary: Monday through Friday during normal office hours.

### **Break Time:**

All employees shall be permitted one (1) twenty (20) minute break with pay for every four (4) hours of work.

**Overtime:**

- (a) Office secretary, dispatcher's and jailer's: overtime shall be paid for at the rate of time and one half (1 1/2) the employee's straight time regular hourly rate for hours worked in excess of forty (40) hours in any work week.
- (b) Deputy Sheriff's: overtime shall be paid for at the rate of time and one half (1 1/2) the employee's straight time regular hourly rate for hours worked in excess of one hundred sixty (160) hours in a twenty eight (28) day work period. Vacation hours for Deputy Sheriff's shall be counted as time worked for purposes of computing overtime.

**Compensatory Time:**

An employee may elect to receive compensatory time in lieu of pay for overtime hours worked. Compensatory time will be granted at a rate of one and one half (1 1/2) hours for each hour of overtime worked. Compensatory time off must be scheduled with the approval of the Sheriff or designee and must be taken within twelve (12) months of earning.

**Call out and Court Time:**

If an employee is recalled to work or required to appear in court as a witness outside of their regular scheduled work hours or on a regular scheduled day off, they shall be credited with a minimum of two (2) hours work time.

**Shift change:**

Except in emergencies, the Employer shall give the employee at least twenty four (24) hours notice of any schedule changes in the work schedule. Employees may change shifts within the fifteen (15) day pay period with approval of the Sheriff or his designee.

## **ARTICLE 12 EMPLOYEE BENEFITS**

### **Insurance:**

- (a) Medical and Hospital Insurance including dental. The Employer shall pay one hundred (100) percent of the employee and dependant monthly premium for hospital and medical insurance. The Designated Group Policy will be The Alliance Select Plan 9 available from Blue Cross and Blue shield of Iowa through the Iowa Association of Counties. The Employer shall retain the right to select the insurance carrier but coverage for the employees shall remain the same.
- (b) Life Insurance. The Employer will provide to all regular full time employees with coverage of ten thousand (\$10,000) dollars per employee. Two thousand (\$2,000) dollars for employee's spouse. One thousand (\$1,000) dollars for each child of the employee between the ages of six (6) months and twenty five (25) years, if the child is a full time student or unmarried and residing at home with the employee. One hundred (\$100) dollars for each employee child age fourteen (14) days to six (6) months as per county policy.
- (c) Dental Insurance shall remain the same as current coverage.

### **Uniform allowance:**

Uniform allowance. The Employer shall provide Deputy Sheriff's all uniforms and uniform accessories as needed.

The Employer shall provide dispatchers and jailers all uniforms and accessories as needed.

Training. All employees may attend job related training or meetings upon approval of the sheriff or his designee. The employee upon presentation or receipts will be reimbursed for fees, lodging, meals and mileage if a personal car is used. For time spent at a school or meeting, the employee will be paid their regular scheduled day's pay.

## **ARTICLE 13 HEALTH AND SAFETY**

It is the Employers intent to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Association and the employees will extend their cooperation to the County in adhering to County policies, rules and regulations as to health and safety.

### **Safety Committee:**

The Employer and the Association agree to form a Safety Committee to discuss concerns of either party. The committee shall meet when ever necessary to discuss issues. Meetings may be called by any member of the committee. All meetings of the committee shall not be open to the public and are confidential. The parties may by agreement post the results of the meeting for employee review.

### **Members of the Committee:**

The committee shall be composed of the following:

1. A member of the Board of Supervisors.
2. A Deputy Sheriff, elected by fellow Deputy Sheriff's.
3. A Dispatcher, elected by fellow Dispatchers.
4. A Jailer, elected by fellow Jailers.
5. Sheriff or his representative.

It is understood that it is not the function of the Safety Committee to become a forum for negotiations; however, legitimate concerns of the employees will be addressed in regard to their personal safety and/or security and the safety and/or security of others. The Safety Committee will forward any recommendations in regard to health and safety or security to the Board of Supervisors for their review and action.



## **ARTICLE 14 DEFINITIONS**

**Regular full-time employee:** is an employee who has completed their probationary period and who works an average of forty (40) hours per week.

**Regular part-time employee:** is an employee who works an average of twenty (20) hours per week, but less than forty (40) hours when computed on an annual basis from the date of the most recent hire.

**Part-time employee:** is an employee who works an average of less than twenty (20) hours per week when computed on an annual basis from the most recent hire. Part-time employees will only be hired to cover situations such as seasonal demands and/or replacement for employees on leave. Part-time employees are not eligible for fringe benefits.

**Employee:** Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean regular full-time and regular part-time employees.

## **ARTICLE 15 ASSOCIATION DUES**

Upon receipt of written authorization from an employee, the County agrees to deduct the monthly dues of the Association in the amount authorized from the employees paycheck each month, and remit the deduction to the official depository designated by the Association. The employee may revoke the authorization by giving thirty (30) days notice in writing to the County. The County shall require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization from the employee before the deduction can be made.

## **ARTICLE 16 EMPLOYMENT**

A new employee shall serve a probationary period of six (6) continuous months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure.

Regular employment status is granted upon satisfactory completion of the probationary period. Regular employees are expected to work their normal workweek every week except for approved leaves of absence. If qualified, all part-time employees will be offered full-time employment before offering full-time employment to new hires.

**ARTICLE 17**  
**ACCEPTANCE OF AGREEMENT**

This Agreement shall be in effect from, 1<sup>st</sup> day of July, 2003 and shall remain in full force and effect until its expiration on the:  
30<sup>th</sup> day of June, 2005.


Modification or amendment of this agreement may be made at the mutual agreement of both parties. This Agreement shall remain in effect from year to year after the expiration date, if written notice to both parties is not received.

Signed this 3 day of June, 2003.

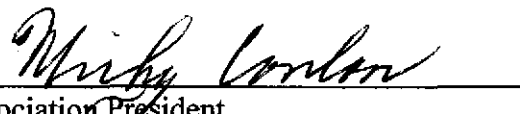
EMPLOYER:  
PALO ALTO COUNTY, IOWA

ASSOCIATION:  
PALO ALTO COUNTY SHERIFF'S  
OFFICE EMPLOYEE ASSOCIATION

By   
Board of Supervisors Representative

By   
Association Representative

By   
Board of Supervisors Representative

By   
Association President

By \_\_\_\_\_  
Sheriff

EXHIBIT B

MEETING DATES FOR NEGOTIATIONS.  
DATES SET UPON MUTUAL AGREEMENT.

FIRST MEETING    THIRD WEEK IN OCTOBER

FINAL MEETING    NO LATER THAN DECEMBER 10<sup>TH</sup>

IMPASS PROCEDURES STARTED IF NO AGREEMENT IS MADE AFTER FINAL MEETING.

DATES MAY BE MODIFIED BY MUTUAL AGREEMENT.

IMPASS PROCEDURES  
BY MUTUAL AGREEMENT

FIRST STEP            MEDIATION

SECOND STEP        FACT FINDING            BOTH PARTIES MUST ACCEPT

THIRD STEP         ARBITRATION            BINDING UPON BOTH PARTIES

THIS EXHIBIT MAY BE MODIFIED BY MUTUAL AGREEMENT OF BOTH PARTIES.

By   
Board of Supervisors Representative

By   
Association Representative

# Exhibit A

FY 07-08

Dispatchers 13.91@hr + city allowance .51hr = 14.42  
3.3% increase


Jailers 12.64@hr  
3.3 increase

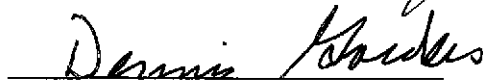
Secretary 33,019/yr

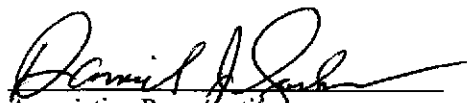
Deputies 20.03@hr  
3.3 % plus 1,500.00 increase

RECEIVED  
2007 JUL 23 AM 9:06  
PALO ALTO EMPLOYMENT  
RELATIONS BOARD

Signed this 12<sup>th</sup> day of June, 2007

  
Board of Supervisors

  
Palo Alto Co. Sheriff

  
Association Representative